BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(BESCOM)

REQUEST FOR PROPOSALS
(Bid Enquiry No: BESCOM/2025-26/SE0398)

Name of the work: Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work "Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and Murgeshpally O&M unit office″

Superintending Engineer (Ele.,)(C,O&M)
Bangalore Circle South, BESCOM,
3r floor, MA Bhavan,NT Road,
Bangalore-560 001

Telephone:

LETTER OF INVITATION

Tender Notification letter No. SEE/BCS/AEE(C)/2025-26/10417-21
Dtd: 01.12.2025

Introduction:

In view of achieving sustainable and planned development, based on effective innovative approach, Superintending Engineer (Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001 has decided to appoint consultants for Providing Project PROJECT MANAGEMENT CONSULTANCY SERVICES (PMC) for BESCOM Building".

Sl No	Name of Work	EMD (In Rs.)	Tender Processing fee (In Rs.)
1	2	3	4
1.	**Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work "Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Roa***y O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and Murgeshpally O&M unit office*"	37,000.00	(Refer KPP Portal)

2. Eligibility criteria of Consultant for Bidding:

The company should have the following threshold qualifications to be eligible for bidding and issuance of Bid Documents:

Technical:

1. The company should have registration of Indian council of architects (related documents to be uploaded).
2. The Agency shall be an Indian Company / Firm without any joint venture or tie-up or association with any company / Firm (self-declaration to be upload.
3. The bidders should upload valid **GST registration certificate & PAN card**
4. Self-declaration letter shall be uploaded by the tenderer stating that **he has not been defaulted or blacklisted by any Central /state Govt. or public Sector undertaking of India**

5. To qualify for award of this contract, each tenderer in its name should have achieved the following criteria in the last five years i.e**. 2019-20, 2020-21, 2021-22**, **2022-23 & 2023-24**

A. General background and experience of consultants

B. Relevant experience in similar nature of projects in **Project Management Consultancy** (Govt. Institutional works) of value not less than Rs. 9 crores in the past Five years signed by the officer not below the rank of Executive Engineer/CEO of the organization. (**Enclose work done certificate/Performance certificate**) i.e FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25

C. Annual turnover of Rs. 450 Lakhs in any one financial year in the preceding Five (5) years (2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) issued by the chartered accountant.

D. Profit & Loss Statement, IT returns for the previous 5 years i.e FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25 The copy issued from Chartered Accountant should be uploaded (Turn over certificate must have **UDIN Number** otherwise it will not be considered)

E. Description of the methodology and work plan for performing the assignment (Self attested).

F. Manpower details-Qualifications- Manpower details-Qualifications: BE(Arch)/BE(civil)/Staff) - Staff strength of organization and Curriculum vitae of Key personnel's

G. Upload the GST paid details for previous 5 years i.e FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25

H. The bidder should have **NABL accredited construction materials testing laboratory** of their own or should have a tie up MOU & agreement with any NABL accredited laboratory in Bengaluru (MOU & Agreement to be upload

I. Bidder should upload Technical Proposal-standard forms(i.e 3A, 3B, 3C,3D,3E,3F,3G,3H)

J. Bidder should upload Financial Proposal-standard form(i.e 4A,4B,4C)

SECTION 1: INSTRUCTIONS TO BIDDERS

The objective of this **Tender Document for Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work "Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Roay O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and Murgeshpally O&M unit office".** With the afore said broad objectives, *Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001* invites proposal from reputed consultants for development of various works identified by BESCOM across its jurisdiction.

1. Formats for submission of Proposals and the Terms of Reference (TOR) are enclosed in Section 2, viz, “Scope of Work and Terms of Reference”.

3. Submission of Proposal:

Proposals shall be submitted in two separate folders “Folder 1” and “Folder 2”. The contents of these folders will be as under:

1) **Folder-1:** "Technical proposal" - **through Karnataka Public Procurement Portal (KPPP) only.**
   EMD shall be enclosed along with folder 1
2) **Folder-2:** "Financial Proposal"- **through Karnataka Public Procurement Portal (KPPP) only.**
   (a) **Receipt of Tender through Karnataka Public Procurement Portal (KPPP) only.**
   (b) The proposal should be submitted by a firm individually. No Consortium/Joint Ventures are allowed.
   (c) Tender Documents may be downloaded from Government of **Karnataka Public Procurement Portal (KPPP)** website https://www.kppp.karnataka.gov.in through contractor’s login. Aspiring agencies who have not registered in **Karnataka Public Procurement Portal (KPPP)** should register before participating through the website https://www.kppp.karnataka.gov.in.
   (d) Agencies can access tender documents on the website, fill them and submit the completed tender documents into electronic tender on the website https://www.kppp.karnataka.gov.in after submitting the tender processing fee in the form of e-payment.
   (e) Agencies should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, EMD through e-payment only. No physical documents shall be considered.
   (f) Non-submission of tender fee attracts rejection of the tender.
   (g) Any effort by the Agency to influence in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
   (h) A successful tenderer will have to execute an agreement for the related schedules of a project awarded to the successful tenderer / agency / bidder as per Standard document for procurement of service with the Superintending Engineer (Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001, within 20 days upon receipt of intimation, failing which is tender will be rejected and EMD will be forfeited.
   (i) The work shall be commenced with all earnestness within 7 days from the date of issue of work order, failing which it would be presumed that the agency is not interested in the work and action will be taken to get the work executed through alternate agency.
   (j) Corrigendum / modifications / correction, if any, will be published in the website only.

(k) Further details of work can be obtained at the office of Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001

(l) For details, registration and e-payment visit GOK Karnataka Public Procurement Portal (KPPP) website https://www.kppp.karnataka.gov.in or contact Karnataka Public Procurement Portal (KPPP) Helpdesk at 080-46010000 +91-8068948777 support[at]eprochelpdesk[dot]com

5. **Language of Proposals:** All information in the Proposals shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify the Proposal. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

6. **Local Conditions:** It will be imperative on each bidder to fully acquaint themselves of all local conditions and factors, which may have any effect on the execution of services covered under this document. It must be understood and agreed that all the factors have properly been **investigated** and considered while submitting the proposals. No claim for financial adjustment will be entertained by 'BESCOM'. Please note that the cost of preparing the proposal, presentation and of negotiating the contract including site visits etc. will not be reimbursable by BESCOM.

7. **Price Proposals: The Bidders are required to quote their fees in terms of percentage of amount put to tender except GST** and inclusive of prevailing taxes and statutory taxes as on the date of submission of tender except service tax which shall be paid at the rates applicable on the date of payment. In this connection, please refer Financial Proposal as per which the prices are required to be quoted.

8. **Duties and Taxes:** All duties, taxes and other levies at the rates as on the date of submission of tender shall be payable by the Bidders (except service tax or any other tax substituting Service Tax, which shall be paid extra).

9. **Validity:** The proposal shall be kept valid for a period of **One years or till completion of the project** from the stipulated last date for receipt of proposals as mentioned hereafter. The overall offer including key personnel proposed for the assignment and your quoted prices shall remain unchanged during the period of validity.

10. **Evaluation of Offers:** Proposals received and found responsive will be evaluated by '**Technical Committee**' of BESCOM. The Bidders should take enough care to submit all the information sought in this document in the desired formats. The Proposals are liable to be rejected if information is not provided in the desired formats. The proposals, in general, shall be evaluated on the following basis:

(a) Technical Proposal: The technical strength of the consultant is evaluated after combining the marks scored as per the Evaluation Criteria. The minimum qualifying score in each part would be **75%.** The combined

score will be treated as marks achieved under Technical proposal. (Refer table 5.3 of page No.16)

(b) Financial Proposal: The Bidders who secure more than or equal to 75**%** marks in the technical proposal shall only qualify for consideration of opening of financial proposal. Financial Proposals of all qualifying Bidders will be opened. The score on price quote will be calculated in the following manner:

Proposal evaluation: 100 * X/Y
Where

X= Price of lowest responsive Bidders
Y= Price of any other Bidder

The percentage marks allocated to the lowest responsive Bidders will be 100 and to any other Bidder, 100*X/Y.

The Bidders will quote their fees as percentage of amount put to tender cost inclusive of all prevailing taxes and statutory taxes except GST. Which shall be paid at the rates applicable on the date of payment for conducting each Schedule of the assignment separately, and will include interalia, the fee for all components identified in the Terms of Reference. Lack of clarity on cost of any item as called for above could lead to the Proposals being rejected, if it hinders a uniform evaluation process, even if the Proposals meets all other requirement of technical criteria.

12. **Award of Contract:** The consultants shall need to submit the Technical bid and financial bid. A common rate shall be negotiated for consultants and work shall be assigned to interested bidders on the same rates & it shall be binding for them to work on the agreed rates for minimum period of one year from the date of proceed with work or up to the completion of the said projects. The Executive Engineer, BESCOM, reserves the right to allocate the work of any of the projects or part thereof to any agencies at the common rate worked out in this tender.

13. **Tender document:** Please note that the Request for Proposal (TENDER) documents shall not be sent by post, courier, etc. The proposal shall be submitted in terms of Para 4 of this Section 1. No offer will be accepted after the last date & time of submission.

14. The consultant’s bid will be evaluated only on confirmation of receipt of the payment (EMD) as indicated in Sub-Clauses 10.1 (a) in the Government of Karnataka Central pooling a/c held at Axis Bank.

14.1 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub Clause 10.1 above shall be rejected by the Employer as non-responsive.

14.2 The earnest money deposit of unsuccessful consultants will be The EMD of the Successful tenderer will be discharged after issue of agreement to the L-1 bidder.

14.3 The Earnest money deposit of the successful consultant will be released only after entering into agreement with BESCOM.

14.4 The earnest money deposit may be forfeited:

a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity.
b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 21; or
c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) **Performance guarantee/ Difference amount**: For tender work , If the bidder quotes the lesser rates than the amount put to tender, **the difference amount** should be submitted as an additional security deposit in the form of **Bank Guarantee/Demand draft** in favour of the **Superintending Engineer (Ele), BESCOM South Circle, Bangalore**, and it will be refunded after successful completion of work along with final bill

(iii) **Security deposit:,** Security deposit for the successful L-1 bidder an amount equivalent to 5% of the contract price payable shall be deducted in every running bill. However, in case of first and final bill the entire security deposit will be deducted from the final bill.

The Security deposit will be refunded the date of completion of the work & after handing over the site to BESCOM.

21. **Conditional Bids will not be accepted** and BESCOM reserves the rights to modify /split the work to more than one applicant and accept or reject any or all the proposals at its sole discretion at any stage before issuing the letter to "**PROCEED WITH WORK"**.

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SECTION 1. LETTER OF INVITATION

RFP__/_____25-26 dt. -

1. Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001 invites Proposals to provide the following Consulting Services: **Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work "Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Roay O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and Murgeshpally O&M unit office".** More details on the Services are provided in the attached Terms of Reference.

2. Deleted

3. A Consultant will be selected under Quality and Cost-Based Selection (QCBS) and procedures described in this RFP.

4. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 – Information to Consultants
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

The two-cover system consists of technical proposal and financial proposal. The Consultant should upload the following document to be eligible –

1. The company should have registration of Indian council of architects (related documents to be uploaded).
2. The Agency shall be an Indian Company / Firm without any joint venture or tie-up or association with any company / Firm(self-declaration to be upload.
3. The bidders should upload valid GST registration certificate & PAN card
4. Self-declaration letter shall be uploaded by the tenderer stating that he has not been defaulted or blacklisted by any Central /state Govt. or public Sector undertaking of India
5. To qualify for award of this contract, each tenderer in its name should have achieved the following criteria in the last five years i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24

A. General background and experience of consultants

B. Relevant experience in similar nature of projects in Project Management Consultancy (Govt. Institutional works) of value not less than Rs. 9 crores in the past Five years signed by the officer not below the rank of Executive

Engineer/CEO of the organization. (Enclose work done certificate/Performance certificate) i.e FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25

C. Annual turnover of Rs. 450 Lakhs in any one financial year in the preceding Five (5) years (2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) issued by the chartered accountant.

D. Profit & Loss Statement, IT returns for the previous 5 years i.e FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25 The copy issued from Chartered Accountant should be uploaded (Turn over certificate must have UDIN Number otherwise it will not be considered)

E. Description of the methodology and work plan for performing the assignment (Self attested).

F. Manpower details-Qualifications- Manpower details-Qualifications: BE(Arch)/BE(civil)/Staff)- Staff strength of organization and Curriculum vitae of Key personnel's

G. Upload the GST paid details for previous 5 years i.e FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25

H. The bidder should have NABL accredited construction materials testing laboratory of their own or should have a tie up MOU & agreement with any NABL accredited laboratory in Bengaluru (MOU & Agreement to be upload

I. Bidder should upload Technical Proposal-standard forms(i.e 3A, 3B, 3C,3D,3E,3F,3G,3H)

a. Bidder should upload Financial Proposal-standard form(i.e 4A,4B,4C)

The Bidders are required to quote their fees in terms of percentage of amount put to tender except GST

The consultants have to render the service till completion of the said project, even after expiry of the term mentioned and the payment will be made as per the earlier quoted percentage.

b. Staff strength of organization and Curriculum vitae of Key personnel's.

c. The consultancy shall furnish the information requested under data sheet vide sub clause 5.3-page No. 14 of bid document. The information submitted under this table makes the criteria for the technical evaluation of the consultants.

d. Enclose performance certificates from previous clients issued by the officer not below the rank of Executive Engineer.

e. The consultants(s) shall be solely responsible for any cost that may incur for site, visit, transport, faxes, postage and telephones etc, in the process of submission of proposal. **"The Bescom, Bangalore" reserves the right at its absolute discretion to proceed or not to proceed with the consultants.** Should they require any further information they may contact the Assistant Executive Engineer (civil), Bangalore at the aforesaid address.

5. Blank Tender Documents can be down loaded from **https://www.kppp.karnataka.gov.in** Last date and time for uploading the tender through Karnataka Public Procurement Portal (KPPP) is as mentioned in the e- portal. The Technical bid will be opened on as

mentioned in the e- portal. Financial bid will be opened on as mentioned in the e- portal. Further details can be had from the office of the undersigned during working hours and also refer BESCOM Website:

Yours sincerely,

Superintending Engineer(ele)
South Circle, BESCOM,
Bangalore

SECTION 2. INFORMATION TO CONSULTANTS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select consultant/consultants among those participated in the tender in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant / consultants.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase.

1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 BESCOM expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is BESCOM' policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy,

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BU, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BU of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BESCOM financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BESCOM financed contract; and

(d) Will have the right to require that, BESCOM to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BESCOM.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BESCOM in accordance with the

above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be notified in e- portal and all the tenderers can see the addenda in this KPP Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key

professional staff-months estimated by the consultant.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D)

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents.. **The financial proposal should be in percentage to amount put to tender.**

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 Deleted

4.3 Deleted

4. 4 Tenders shall be submitted online

4. 5 Tender must be uploaded before the dead line in KPP portal

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall be opened on the date notified in the notification.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of

Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *P* = 1) indicated in the Data Sheet: *S* = *St x T%* + *Sf* x *P%*. The Consultant achieving the highest combined technical/ financial score will be invited for negotiations/considered as L-1 bidder.

6.NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees)

nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a contract..

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations.

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM,
The method of selection is: Quality-and Cost-Based Selection (QCBS)

1.2 A technical and a Financial Proposals are requested: Yes.

The name, objectives and description of the Assignment are: **Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work "Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Roa***y O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and*

Murgeshpally O&M unit office”.

1.3 The Assignment is phased: Yes__
Assignment continues for 1 year to till completion of project.

1.4 A pre-proposal conference will be held: Yes
The name(s), address (es), and telephone/numbers of the Client’s Official(s) are:

Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001

1.5 The Client will provide the following inputs: Details about the projects to be designed, approximate cost and plinth area, location of the project

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested up to one *day prior to pre-proposal conference/or [Insert number] days before the submission date*. (Choose one option)

2.2 The address for requesting clarifications is**: Assistant Executive Engineer(Civil), BESCOM**

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Short listed Consultant may associate with other short listed Consultant: No_

(ii) The estimated number of key professional staff months required for the assignment is: Depends on the project

iv) The minimum required experience of proposed key professional staff is: [*Position, number of years of professional experience, specific expertise*] Minimum 5 yrs for all key Professionals

(vi) Reports which are part of the assignment must be written in the following language: English

3.4 Training is an important feature of this Assignment:
No_____

3.10 Proposals must remain valid 90 days after the submission date i.e. until: _____

4.3 Consultants must submit an original and ____[*Number*] additional copies of each proposal.

4.4 The proposal submission address is: Assistant Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001. The information on the outer envelope should also include:

4.5 Proposals must be submitted no later than the following date and time: As notified in the KPP portal

5.1The address to send information to the Client is: Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001

5.3 The number of points to be given under each of the technical evaluation criteria is:

Sl. No	Criteria	Points
1.	General background and experience of consultants (Threshold : 5 years; 5 marks and 2 Addl. point for every addl. year, limited to max. 10 marks)	10
2.	Description of the methodology and work plan for performing the assignment (Self attested)	10
3.	Turnover from consultancy services during the last 5 years, i.e 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 (Threshold: Rs.450.00 lakhs in any one year. 10 marks and 2 Addl. Marks for every addl. 50.00 lakhs rupees of turnover, limited to max. 10 marks) Certified Turnover statement issued from Chartered Accountant to be uploaded-Turn over certificate must have UDIN number otherwise it will not be considered	20
4.	Relevant experience in similar nature of projects in **Project Management Consultancy** (Govt. Institutional works) of value not less than Rs. 9.00 crores in the past Five years signed by the officer not below the rank of Executive Engineer/CEO of the organization. (Enclose work done certificate/Performance certificate) (Threshold:1 Major projects costing 9.00 crores : 5 marks and 2 addl. Marks for every addl. Project costing more than 2 crores, limited to max. 30 marks)	30
5.	Manpower details-Qualifications: BE(Arch)/BE(civil)/Staff (Threshold: Min.10 Nos- 10 marks and addl. 2 Marks for every addtl. experts, limited to Max. 15 marks)	10
6.	Profit and loss statements, IT returns for the previous 5 years i.e FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25. The copy issued from Chartered Accountant should be uploaded	5
7.	GST paid details for previous 5 years i.e FY 2020-21, FY	5

	2021-22, FY 2022-23, FY 2023-24 & FY 2024-25.	
8.	The bidder should have NABL accredited construction materials testing laboratory of their own or should have a tie up MOU & agreement with any NABL accredited laboratory in Bengaluru (MOU & Agreement to be upload	10
	Total points	**100**

The percentage could be changed depending on the nature of the assignment

The minimum technical score required to pass is: 75 Points

5.8 The formula for determining the financial scores is the following:
(Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration)
The weights given to the technical and financial proposals are:
T = 0.75, and P = 0.25

Combined score (S) = St x T% + Sf x P% , St = Technical score

6.1 The address for negotiations is: Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM

7.2 The Assignment is expected to commence on [*Month, Year*] at [*Location*]: From the date of issue of "proceed with work" at Bescom, Bangalore

Sincerely,
Superintending Engineer (Ele),(C,O&M),
South Circle, BESCOM, Bengaluru

.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL

SUBMISSION FORM

FROM:

_____

_____

_____

TO:
Superintending Engineer(Ele.,)(C,O&M),
South, BESCOM,

Ladies/Gentlemen:

Subject: Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work "Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Roay O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and Murgeshpally O&M unit office"

We, the undersigned, offer to provide the consulting for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to

accept any Proposal you receive. We

remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name: Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work "Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Roay O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and Murgeshpally</td><td>Country: India</td></tr>
<tr><td colspan="2">Location within Country: India</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client: Superintending Engineer(Ele.,) (C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address Bescom, Bangalore</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name:

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:
[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:
[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:
[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

_____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date: _____
[Signature of staff member and authorized representative of the

Consultant]

Day/Month/Year

Full name of staff member:_____ Full name of authorized representa
_____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of
1.																Subtotal
2.																(1)
3.																Subtotal
4.																(2)
																Subtotal

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature: _____

* The Schedule should be for the period of completion of assignment

Authorized Representative)
Full Name:_____
Title:_____
Address**:** _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start*											
Sl.	Item of Activity	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be for the period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

*** Modify as required for the Assignment.**

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. Financial PROPOSAL SUBMISSION FORM

FROM:

_____
_____
_____
_____

TO:
Superintending Engineer(ele)
South circle, Bescom, Bangalore

Ladies/Gentlemen:

Subject: Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work "Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Roay O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and Murgeshpally O&M unit office

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our financial proposal is attached in the KPP Portal as required by you.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized

Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description @	Amount (Rupees)

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate for the consultancy assignment.

4C.

BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Positio	Nam e	Rate* (Rs.) **	SM	Amount (Rs)

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Billing (Rs) **	Amount(Rs)

** The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.*

** Provide the break up of the rates to show the basic salary, social costs and overhead.

SECTION 5.

TERMS OF REFERENCE

1. Detailed Scope of Consultancy Services and Role of Consultant:

The agencies bidding for the project should have technical capabilities for preparing detailed project report. The 'Consultants' appointed by the ''Bescom, Bangalore "to act on its behalf to safeguard its interest during the entire duration of project spread over aforesaid points. The Role and responsibility of the consultants in aforesaid schedules are briefly enumerated in the following points.

I. BASIC SERVICES OF THE CONSULTANT

a) The Consultant shall consult with the Client to ascertain the requirements of the project and shall confirm such requirements of the project to the Client.

b) The Consultant shall prepare schematic design studies, leading to a recommended solution together with a general description of the project. Such schematic studies and a report containing general description of the project should be placed for consideration of the Client and their approval. If the Client is not satisfied with the said studies and if alterations are suggested by the Client the studies are to be redone repeatedly so as to give satisfaction to the Client.

c) The Consultant shall prepare construction cost according to prevailing P.W.D. rates in the locality based on current area, Volume and other unit costs plus tender percentage.

d) The Consultant shall prepare from the approved schematic design studies, the design development documents consisting of Plans, Elevations, sections and perspectives and other drawings and outline specifications to fix and illustrate the size and character of the entire project in its essential as to kinds of materials. Type of structure. Mechanical and electrical systems and such other work as may be required.

e) He shall refine the design development documents for the Client's satisfaction and approval before proceeding with the construction document phase.

f) He shall submit to the Client a further statement of the probable project construction cost and if authorized, Obtain a semi-detailed estimate of such cost.

g) The Consultant shall prepare from the approval design development documents working drawings and specifications setting forth in detail and prescribing the work to be done and the materials, Workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical, services connected equipment , plumbing drawing and site work and the necessary bidding information. General conditions of the contract

and shall assist in drafting of the proposal and contract forms.

h) The Consultant shall prepare whatever drawings are necessary in the schematic and design development phase in triplicate for client's review and approval. Five bound sets of complete construction documents shall be furnished to the Client without charge. (Three sets for the Client and two sets for Contractor).

i) He shall keep the Client informed of any adjustments to previous statements of the probable project construction cost indicated by changes in scope requirements or market conditions.

j) The Consultant has to render the consultancy services even after expiry of period of consultancy, if any project is not started within an expiry of the consultancy period with same quoted price.

II. EXTRA SERVICES OF THE CONSULTANT:

The following services shall be performed by the Consultant on written request of the client.

1) Making planning surveys and special analysis of the Client's needs to clarify requirements of the project when requested by the Client.
2) Making measured drawings of existing construction when required for planning additions and alteration thereon.
3) Revising previously approved drawings or specifications to accomplish changes ordered by the Client
4) Preparing documents for alternate bids and change orders requested by the Client.
5) Supervising the replacement of any work damaged by fire or other such cause during construction.
6) Preparing as built drawings showing construction changes in the work and final locations of mechanical services lines and outlets if requested by the Client.
7) Shall monitor the physical progress and quality of the work in accordance with the programme chart issued by the contractor. Detailed inspection report in this regard shall be submitted to the client time to time.
8) Regular visit to BESCOM construction site each stage the building construction whenever demanded by the client

III. THE CLIENTS RESPONSIBILITIES:

1) The Client shall provide full information as to their requirements for the project, with the assistance of the Consultant.
2) They shall designate, when necessary, representative authorized to act on their behalf. They shall examine documents submitted by the Consultant and render decisions pertaining there to promptly to avoid unreasonable delay in the progress of the Consultants work.
3) They shall furnish or direct the Consultant to obtain at the Client's

expenses, a certified survey of the site, giving as required grades and lines of street alleys, pavements and adjoining property, rights of way restrictions, easements, encroachments, zoning, deed restrictions, boundering and contours of the buildings site locations, dimensions and complete data pertaining to existing buildings, other improvements and trees. Full information as to available services and utility lines both private and public and test borings and pits necessary for determining subsoil conditions.

IV. THE CONSULTANT'S EXPENSE:

1) Direct personnel expense includes that of principals and employees engaged on the project including Architects., Engineers, designers, job-captains, draftsman, specifications, writers, typists and inspectors. In conservation designing, research, producing drawings, the project and inspecting constructions of the project specifications and other documents pertaining to the project. Employee's time shall be at their regular rates of pay.
2) Reimbursable expense includes actual expenditure made by the Consultant in the interest of the project for the following's incidental expenses.
3) Expense of transportation and living of principals and employees when traveling in connection with the project, as and when required by the client. Long distance calls and telegrams, extra reproductions of working drawings and specifications excluding copies for Consultant's office use & triplicate sets at each phase for Client's review & approval and fees paid for securing approval of authorities having jurisdiction over the project.
4) If authorized in advance by the Client, the expense of project inspector, overtime work requiring higher than regular rates, semi-detailed estimate of project, construction cost, delineated perspective or models for the Client's use.
5) If their employment is authorized in advance by the Client. Fees of special consultants for other than the normal structural, mechanical & electrical engineering services.

VI. PAYMENT SCHEDULE TO THE CONSULTANT:

VI. MODE OF PAYMENT TO THE Consultancy:

Up to Foundation level	5%
Up to Plinth level	10%

Up to Ground floor Roof level(structural work)	20%
Up to First floor Roof level (structural work)	30%
Up to second floor Roof level (structural work)	40%
Up to Terrace floor Head room roof level (structural work)	45%
Solid concrete blok works & Plastering (Internal & external)	60%
Flooring like vitrified, granite, parking tiles etc of all floors	70%
On completion of plumbing work to all floor	75%
On completion of Electrical work to all floor & installation of lift, fire extinguisher	80%
On completion finishing interiors & external finishing works like window, door fixing, MS grill, structural steel work, work stations, veneer paneling,	85%
On handing over of building all finishing work as per tender BOQ items and Non-tender BOQ items if any along with all required documents.	100%

Scope of work includes: The Consultants scope of services will also include the following:

i. The Consultant shall execute all the building drawings for the Building by utilizing the most economical, effective and widely accepted engineering concepts/ practices as per relevant BIS and relevant code and shall at all times show a high degree of professionalism in his work, in 3 sets of hard copies.
ii. The Consultant will be responsible for all the Drawings.
iii. Floor wise area details with steel quantity worked out for each floor
iv. All detailed design and drawings signed by consultant and concerned officers.
v. Drawings of all infrastructure and services.

Execution stage

- Foundation plans & details
- Column, walls and beam layout plans
- Floor Framing plans, fully coordinated with all disciplines
- Floor slab structural details
- Column & beam structural details
- Plinth, Lintel, Chejjas, Porticos etc.,
- Staircases, ramps, lifts shafts and machine room details
- Retaining walls, Soil Treatment etc.,
- All other details and sketches required for proper execution of the

works include Bar Bending schedule etc.,

- Geo tagged photographs of site visit with SBC details.

1) Project Architect, Team Leader & Site Engineer have to visit the site periodically and also whenever there is need from the BESCOM Engineers and Department other officials.

VII. <u>ACCOUNTING RECORDS OF THE CONSULTANT</u>:

Records of the Consultant's direct personnel, consultant and reimbursable expense pertaining to this project and records of accounts between the Client and Contractor shall be kept on generally recognized accounting basis and shall be available to the Client's or his authorized representatives at mutually convenient times.

IX. <u>OWNERSHIP OF DOCUMENTS</u>:

Drawings and specifications on instruments of services are the property of the Consultant whether the project for which they are made executed or not. They are not to be used on other projects except by agreement in writing.

X. <u>SUCCESSORS AND ASSIGNS</u>:

The Client and the Consultant each binds himself, his partners, successors and assigns and legal representatives to the other party to this agreement and to the partners, successors, assign & legal representative of such other party in respect of all convenient of this agreement. Neither the Client nor the Consultant shall assign subject or transfer his interest in the agreement without the written consent of the other.

XI. <u>CLIENTS APPROVAL</u>:

Wherever Client's approval is required under this agreement. Only the approval of the Superintending Engineer shall be deemed to be the approval of the Client.

XII. <u>AGREEMENT:</u>

It is agreed between the Client and the Consultant that the work if any, already done by the Consultant shall be governed by the terms of this

2. Notice of Termination of Contract

If the Bidder withdraws or does not provide services as per time schedule approved by Bescom, or the quality of the deliverables are not up the standards as per terms of the contract, the Superintending Engineer(ele), South circle Bescom shall be at liberty to terminate this contract by giving 60 days' notice in writing to Bidder clearly stating the reasons of dissatisfaction of the Bescom & the cure period of 60 days shall be given to the consultant to minimize the dissatisfaction of the Bescom in the cure period. Even after the cure period, if the situation does not improve then the appointment of Bidder shall, stand cancelled and Security Deposit will be forfeited.

3. Disputes

All disputes and difference arising between Bescom and the party in any manner connected with this agreement shall be referred to the Chief Engineer (electy), BMAZS, Bescom, Bangalore whose decision will be final and binding.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

Name of Client]

and

[Name of Consultants]

Dated:

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the ___day of the month of ___, 20___, between, on the one hand, Superintending Engineer, South circle, Bescom, Bangalore (hereinafter called the "Client") and, on the other hand, ___ _____(hereinafter called the "Consultants").

[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*
"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ _and ___ (hereinafter called the "Consultants.")"].

WHEREAS

(a)the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b)the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

Appendix A:	Description of the Services	
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	_____
Appendix D:	Duties of the Client	_____
Appendix E:	Cost Estimates	_____
Additional Item:	Terms of reference	_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract;
and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract mentioned in the terms of reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE CONSULTANTS]

By
(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS [Name of the Member]

By
(Authorized Representative) [Name of the Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General

Conditions of Contract; (f) "Government"

means the Government of Karnataka; (g)

"Local currency" means Indian

Rupee;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date i.e three years from the date of issue of “Proceed with work”.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the
Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value

to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) Such rights and obligations as may have accrued on the date of termination or expiration;
(ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) The Consultants’ obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) Any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to

the Client)):

(a) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) Except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 Hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.**Obligations of the Consultants**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

3.2.3 **Consultants and Affiliates not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub- consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and

(b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3**Confidentiality**

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to be Taken out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 **Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract; and

- Appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub- consultants' Key Personnel") merely by title but not by name;

- Any other action that may be specified in the SC.

3.7 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 **Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. **Consultants' Personnel and Sub-consultants**

4.1 **General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 **Description of Personnel**

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc**.

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.
(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

(a Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the

performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 **Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4 **Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. **Payments to the Consultants**

- Refer T.O.R

6.1 **Cost Estimates; Ceiling Amount**

- Refer T.O.R

6.2 **Remuneration and Reimbursable Expenditures**

- Refer T.O.R

6.3 **Currency of Payment**

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 **Mode of Billing and Payment**

- Refer T.O.R

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General

Conditions of Contract

[1.1 (h) The Member in Charge is Superintending Engineer(Ele.,)(C,O&M), Bangalore Circle South, BESCOM, 3r floor, MA Bhavan,NT Road, Bangalore-560 001 [1.4.1 The addresses are:

Client:
Telex :
E-mail :

Consultants:

Fax :
Tele :
E-mail :

[1.4.2 Deleted

[1.6 The Authorized

Representatives are: For

the Client :

Superintending

Engineer(Ele.,)(C,O&M),

Bangalore Circle South,

BESCOM,

For the Consultants:

[1.7.1 The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.]

[1.7.2 However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.]

[2.1 The effectiveness of contract shall be on the date.....:]

[2.2 The time period shall be Three years or such other time period as the Parties may agree in writing.]

[2.3 The time period shall be Three years or such other time period as the parties may agree in writing.]

[3.6(c) The other actions are:

"(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

[3.8 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 *:* "The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6." *If there is no such manager, delete this Clause SC 4.6 from the SC.*]

[5.1 *Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.*]

[6.1(b) The ceiling amount of contract is: _Rs._____]
[6.2(a) Deleted
[6.2(b) Deleted
[6.2(c) Deleted
[6.4(a) Deleted
[6.4(c) Deleted
[6.4(e) Deleted

7.2 Disputes shall be settled by arbitration in accordance with the following provisions:

7.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator

appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause
7.2.1 Hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore. (b)

The English language shall be the official language for all purposes

(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Other Conditions: -

1) The agency shall issue the drawings and structural designs on turnkey basis prior to invitation of tender. However, working drawings shall be issued with modification if any during the construction. There should not be much difference in the tendered drawings and working drawings / structural designs.
2) The agency shall necessarily issue schematic plans to the client until the final plan is approved. No extra remuneration will be paid for repeated services under schematic phase.
3) The structural designs shall be realistic and shall not be over reinforced. The Bescom reserves the right to get the structural designs examined from other competent authorities and shall instruct the consultant accordingly.
4) In case of delay in delivering the drawings and structural designs. Consultant will be directly held responsible for any claims made by the contractor arising out of the delay caused to the work.

IV. APPENDICES

Appendix A: Description of the Services

Appointment of PROJECT MANAGEMENT CONSULTANCY Services for BESCOM Building for the work “Construction of building for S-7 Sub Division office, S-17 Sub Division office and Murgeshpally O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Roay O&M unit office of S-3 Sub Division at HAL 2nd stage, old Airport Road, Bangalore duly dismantling of S- 17 Sub division and Murgeshpally O&M unit office”

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Services and facilities to be provided by the Client

Appendix E: Cost Estimates in Indian Rupees

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 (a) of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____Bank Guarantee: _____Date:

Dear Sir,

In consideration of M/s. _____(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s._____(hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____dated _____and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____for _____Contract (hereinafter called the "Contract") (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____(in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____(Name of the Bank) having its Head Office at _____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____as aforesaid at any time upto ___@ _____without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____and it shall remain in force upto and including _____and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____on whose behalf this guarantee has been given.

Dated this _____day of _____2025___at _____

WITNESS

(Signature) (Signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp)

Attorney as per Power of
Attorney No._____Dated _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India